

REQUEST FOR PROPOSALS FOR

Plumbing Services at Lot 10

RFP No. 24-13

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, August 21, 2024 no later than 12:00 PM .
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Wednesday, August 21, 2024 at 12:00 PM. Whether mailed or hand-delivered, all envelopes must display the company’s name and must be boldly and clearly handwritten (not typewritten) “RFP No. 24-13 Plumbing Services at Lot 10”. All proposals must be presented with one (1) original and seven (7) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be held on Thursday, July 25, 2024 at 11:00 AM at the Authority’s Impoundment Lot 10 located at 6 E. Oregon Avenue, Philadelphia, PA 19148. A site visit will be conducted immediately following the Pre-Proposal Meeting. Prospective Offerors must attend the mandatory Pre-Proposal Meeting and site visit to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having trouble locating the Impoundment Lot should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form to complete your registration for this solicitation.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from a licensed and insured plumbing contractor to remove all existing plumbing and install new water service, sanitary discharge line and conversion of the existing trailer bathroom fixtures to standardized fixtures, including two toilets and two sinks.

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively administering automated speed and red-light camera systems; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated speeding and red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Tuesday, August 6, 2024 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/15a9ff5b83c149cb9f78ac0b7c3cb041>

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org.

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/15a9ff5b83c149cb9f78ac0b7c3cb041>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, August 21, 2024 no later than 12:00 PM**.

Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

I-7. Small Diverse Business Participation.

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small diverse business by completing the Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

Offerors do not need to be a small diverse business to participate in this solicitation.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

I-9. Instructions for Affidavit of Non-Collusion.

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

Insurance requirements will not be negotiated after the proposal due date.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab F)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority.

I-15. Request to Withdraw Proposal.

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at sstewart@philapark.org or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror.

After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-17. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

I-18. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

I-19. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

I-20. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania’s Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania’s Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

I-21. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents.

This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/3d0aae873e4746b286501817b5e5c7a0>

I-22. Shipping and Delivery.

The Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

I-23. Performance and Labor and Materials Bonds

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds must be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.

The Surety executing the bonds must have a minimum A.M. Best Rating of A-; Class VII or higher.

Should any surety upon such bonds become unsatisfactory to the Authority, the Offeror must promptly furnish such additional security as may be required from time to time to protect the interests of the Philadelphia Parking Authority.

I-24. Prevailing Wages and Benefits.

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime Contractor is required to obtain current prevailing wage rate determinations applicable to this project (Serial Number #24-06355) from the PA Department of Labor and Industry Enterprise Portal at:

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlsecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fd%3d184724%26PageType%3d&c=E,1,uYxw40sSwSedTkZhEz0wlvkY1j0EFYUyIrJT9iMmHqRclGIUk3loq29ah5902bgxu4prF8esDVidj3Zpz9a01EOuWGMJfFdXacakscYqwNXas5B6A58KBZA,&typo=1>

I-25. Certified Apprenticeship Program Participation.

All Offerors must meet the qualification standards by certifying that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work.

The Philadelphia Parking Authority will rely on the U.S. Department of Labor personnel assigned to oversee apprenticeship programs in Pennsylvania and, if necessary, on the appropriate Pennsylvania Department of Labor personnel assigned to the relevant apprenticeship programs.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

An electronic version of the Proposal Form can be provided to all prospective Offerors upon request.

Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A – Transmittal Letter
- Tab B – Qualifications and Experience
- Tab C – Proposal Form
- Tab D – Technical Response
- Tab E – Insurance Requirements
- Tab F – Proposed Amendments to the Sample Contract
- Tab G – Ongoing Legal Actions
- Tab H – Financial Statements
- Tab I – Licenses/ Certifications
- Tab J – Proposed Project Schedule
- Tab K – Fixture Specifications

Extended tabs, tabs extending beyond the 8 ½ x 11” paper, must be used.

II-2. Transmittal Letter (Tab A).

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror’s proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal.

Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the Offeror in a contract with the Authority.

II-3. Qualifications and Experience (Tab B).

Offerors must indicate the number of years of experience they have in providing the goods and services described in the Work Statement.

Offerors must provide evidence satisfactory to the Authority that they are fully competent to provide the goods and services as identified in the Work Statement.

II-4. Proposal Form (Tab C).

The Proposal Form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form).

II-5. Technical Response (Tab D).

Offeror must demonstrate a complete understanding of the Authority’s requirements, demonstrate their ability to meet all requirements as detailed in the work statement and outline a clear and concise plan to meet the requirements.

II-6. Insurance Requirements (Tab E).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements.

If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

Insurance requirements will not be negotiated after the proposal due date.

II-7. Proposed Amendments to Sample Contract (Tab F).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** to be considered.

II-8. Ongoing Legal Actions (Tab G).

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Bidder should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

II-9. Financial Statements (Tab H).

Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminated, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to a Offeror's financial information.

A proposal submitted without the required financial information may be considered nonresponsive, rejected, and not considered for award.

II-10. Licenses/Certifications (Tab I).

Offerors must provide a valid Philadelphia Contractor's License and Philadelphia Master Plumbing License.

Provide evidence of any and all required licenses and certifications needed to perform the services detailed in the Work Statement. All licenses and certifications must remain current during the term of the contract.

II-10. Proposed Project Schedule (Tab J).

Provide a detailed project schedule to complete the plumbing services described in the Work Statement.

II-11. Fixture Specifications (Tab J).

Provide specifications or cut sheets for all proposed fixtures.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations to the Evaluation Committee.

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services of detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP to determine the most responsive Offerors as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 30%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, financial capacity, reference feedback and past performance. **Weight: 25%**
- d. Proposed schedule, fees, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 30%**
- e. Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals from qualified Offerors to remove all existing plumbing, install new water service, sanitary discharge line and conversion of the existing trailer bathroom fixtures, two toilets, two sinks and one urinal, to standardized fixtures at the Authority's Impoundment Lot 10, located at 6 East Oregon Avenue, Philadelphia, PA 19148.

IV-2. Specific.

The Contractor will be responsible for all labor, tolls, equipment, layout, marking of utility locations and materials associated with the completion per the agreement of the project. The following will be required but not limited to each task below:

- Sewer Service.
- Water Service.
- Layout and installation of all rough plumbing to exact dimensions and elevation required.
- Sewer connection extending from the existing trailer to the City's sewer system.
- Provide two exterior mounted hose bibs, one on the east exterior side and one on the south/rear side.
- The water service line coming out of the ground must be insulated 36" below the surface.
- The exposed exterior piping must be heat traced and insulated throughout area until it reached a temperature-controlled environment.
- Contractor will be responsible for the removal and disposal of all old fixtures.
- All water supply lines, shutoff, faucets, escutcheons, and fittings as required.
- All fixtures, fixtures tris, and accessories.
- All required licenses, inspections, permits, work approvals, and insurances.
- All work needs to be completed to the Philadelphia Building Code and the Philadelphia Plumbing Code.

Staging and laydown areas will be provided, if required.

All work must be coordinated with the Authority.

- A. Contractor will provide all labor, management, materials, permits, parts and supplies, equipment and transportation necessary to furnish plumbing services.
- B. Contract must be an active licensed plumber in Philadelphia.
- C. The lot will be operational while the work is being performed and minimal disruption to Operations is required.
- D. All work must be performed between 7:00 AM and 3:30 PM.
- E. **Specifications**
 - 1. Toilets proposed must, at a minimum, meet the following requirements:
 - a. Commercial grade
 - b. ADA height
 - c. Close coupled
 - d. Mounted to the floor

- e. Elongated bowl with open seat, no lid
- f. **Color:** White
- 2. Sinks proposed must, at a minimum, meet the following requirements:
 - g. ADA type with wrist blades
 - h. Chrome finish
 - i. Repair parts must be easily obtainable, approved brands include, but not limited to, T&S and Central Brass.

F. Permits and Licenses

- 1. Contractor must obtain and keep in force during its performance of any Work or services, at no cost to the Authority, and without affecting the Cost of the Work, all licenses and permits required by the Commonwealth of Pennsylvania or any other governmental authority for the lawful conduct of Contractor's business. Contractor must obtain and pay for all required zoning and building permits, approvals and licenses required for the execution of the Work. The Contractor will be reimbursed for all zoning and building permits and fees required for the project by the Authority at direct costs by issuing a Change Order. **Do not include permit and license fees in your proposal.**

G. Warranty

- 1. Contractor will provide a minimum of a one (1) year full warranty on installation and workmanship.
- 2. Identify manufacturer's warranty for all fixtures. Contractor will be responsible for handling all manufacturer's warranties on the Authority's behalf.

H. Project Schedule

- 1. All work must be completed within 45 days of the Notice to Proceed. Offerors must submit a proposed Project Schedule in **Tab J** of their proposal.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab F)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The term of the Contract shall commence on the Effective Date and shall end upon Final Acceptance as defined in Appendix B – Sample Contract.

Appendix A
Proposal Form

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**PLUMBING SERVICES AT LOT 10
RFP No. 24-13**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 24-13 Plumbing Services at Lot 10** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda, if any, as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority’s sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the Contract shall commence on the Effective Date and shall end upon Final Acceptance as defined in Appendix B – Sample Contract.

5. **Cost Proposal:** Provide hourly rates, estimated hours and materials and supplies cost to complete the services described in the Work Statement.

Hourly Rates		Estimated Hours	Total
Plumber	\$		\$
Laborer	\$		\$
Apprentice	\$		\$
Materials and Supplies Cost			\$
Overall Total			\$

6. **Requirement Statement:** The undersigned Offeror agrees to provide plumbing services as specified in the Work Statement, any Addenda, if issued and the response submitted for the term of the contract.

Signature

Name
(Please Print)

Title

Date

7. **Execution of Agreement and Furnishing Bonds:** Within ten (10) calendar days after receipt of written Notice of Award of Contract, the Contractor agrees to execute and deliver the form of Agreement included as one of the Contract Documents, and to furnish a Performance Bond in an amount equal to 100% of the contract amount and a Labor and Material Payment Bond in an amount equal to 100% of the contract amount.

Signature

Name
(Please Print)

Title

Date

8. **Insurance Requirements:** The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued.

Signature

Name
(Please Print)

Title

Date

9. **Prevailing Wage Requirement:** The undersigned Offeror agrees to pay prevailing wages and benefits throughout the term of the contract.

Signature

Name
(Please Print)

Title

Date

- 10. Site Inspection Statement:** The undersigned Offeror has visited and examined the site located at 6 E. Oregon Avenue, Philadelphia, PA 19148. As a consequence of this inspection, the undersigned Offeror has knowledge of local conditions and is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof.

The site inspection took place prior to the proposal submission date.

Signature

Name
(Please Print)

Title

Date

11. Offeror Signatures: Complete ONE section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

Signature

Typed or Printed Name

Title

Date

If offer is by a business entity other than a corporation form must be dated and signed here:

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

12. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

I state that I am _____ (Title) of _____ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

Signature

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Printed Name

Notary Public
My Commission Expires: _____

13. Qualifications:

- a. Type of business:** Individually owned
Check one Partnership
Corporation
Other

- b. Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:

i.

ii.

iii.

d. Philadelphia Commercial Activities License Number: _____

e. Federal EIN Number: _____

14. Certified Apprenticeship Program Participation:

Contractors and subcontractors must be currently participating in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work. Offerors shall employ apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act, approved July 14, 1961.

- 1) Does the contractor or subcontractor participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing participation and enrollment in Apprenticeship Program[s])

Yes No

- 2) Is the contractor or subcontractor a signatory to a collective bargaining agreement for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing the relevant agreement[s])

Yes No

If Offeror answered "Yes" to questions 1 or 2, please answer question 3 (including sub-parts) below.

- 3) Does Offeror, or its labor for each craft or trade, have apprentices and trainees currently participating in said Apprenticeship Program[s]?

Yes No

- (a) If yes, has Offeror, or its labor for each craft or trade, graduated at least one (1) enrollee in each of the past three (3) years?

Yes No

- (b) If yes, has Offeror (or its labor for each craft or trade) successfully graduated at least 75% of the program enrollees in each of the past three (3) years*? (Graduation rate is calculated by dividing graduates in a calendar year by the number of enrollees in that year.)

Yes No

The Undersigned hereby certifies that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work; that the attached documentation is true and correct proof of its current participation; and will continue to participate in applicable apprenticeship programs for each craft or trade for the full duration of the Work.

Authorized Signature

Print Name of Signer

Title of Signer

Date

13. In Progress Projects: List up to five similar projects your company has in progress as a Prime Contractor, giving the name of the project, Owner, Architect, contract amount, percentage complete, scheduled completion date and percentage of the cost of the work performed by your own forces. Provide an individual contact person for each project and the email address and telephone number of the individual contact person the Authority may contact as a reference.

(1) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____
Architect _____
Contract Amount \$ _____ Date of Completion _____
Percentage of Cost completed by your own forces _____

(2) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____
Architect _____
Contract Amount \$ _____ Date of Completion _____
Percentage of Cost completed by your own forces _____

(3) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

(4) Project Name _____

Owner _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Email Address _____

Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

(5) Project Name _____

Owner _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Email Address _____

Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

14. Completed Projects: List up to five similar projects your company has completed as a Prime Contractor in the past five years, giving the name of the project, Owner, Architect, contract amount, date of completion and percentage of the cost of the work performed by your own forces. Provide an individual contact person for each project and the email address and telephone number of the individual contact person the Authority may contact as a reference.

(1) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____
Architect _____
Contract Amount \$ _____ Date of Completion _____
Percentage of Cost completed by your own forces _____

(2) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____
Architect _____
Contract Amount \$ _____ Date of Completion _____
Percentage of Cost completed by your own forces _____

(3) Project Name _____
Owner _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Email Address _____
Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

(4) Project Name _____

Owner _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Email Address _____

Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

(5) Project Name _____

Owner _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Email Address _____

Contact Person _____

Architect _____

Contract Amount \$ _____ Date of Completion _____

Percentage of Cost completed by your own forces _____

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror/subcontractor hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? Yes No (**MUST** check one)

If yes, please identify each category that applies to your business:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$ _____ %

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small Diverse Business throughout the entire term of the contract.

This form must be completed and submitted with your proposal. If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

MANAGER OF CONTRACT ADMINISTRATION
THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106



Proposal Decline Form: RFP No. 24-13 Plumbing Services at Lot 10

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned contractor declines to submit an offer for this project.

Name: _____

- Requirements too “tight” (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at sstewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/3d0aae873e4746b286501817b5e5c7a0>.

Appendix B
Sample Contract

**AGREEMENT FOR PLUMBING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-24-0024

THIS AGREEMENT effective as of this ____ day of _____, 2024, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____, a _____, with its registered address at _____ ("**Contractor**").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic organized and existing under Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority, in the public interest, desires to remove existing plumbing and replace it with new water service, sanitary discharge line and conversion of existing bathroom fixtures to standardized fixtures ("Plumbing Services") at its Impoundment Lot 10, located at 6 East Oregon Avenue, Philadelphia, PA 19148 ("Location"), subject to the terms and conditions set forth herein;

WHEREAS, the Authority requires an experienced and licensed Contractor to provide qualified Plumbing Services associated with the Location;

WHEREAS, the Authority initiated a request for proposal process through RFP No. 24-13 for "Plumbing Services at Lot 10" in order to foster competition and obtain the best value ("RFP"), attached hereto as Exhibit "B";

WHEREAS, Contractor submitted a confirming Proposal responding to the RFP on _____ ("Proposal"), attached hereto as Exhibit "C";

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide the Plumbing Services upon the successful negotiation of this Agreement and assent of the Authority's Board; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES.

The Authority hereby engages and Contractor hereby agrees to provide Plumbing Services as follows:

A. To perform high quality Plumbing Services, as detailed in this Agreement, the RFP, and the Proposal in the most cost-effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws including obtaining and maintaining any and all permits or licenses as required;

B. The Plumbing Services under this Agreement shall include, but not be limited to the following:

1. All work is to be completed in accordance with the best practices of the trade;
2. Contractor will be solely responsible for complying with all rules, licenses, codes and regulations as may govern the Plumbing Services and work to be performed;

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager, **Kevin McClain**, Director of Facilities Maintenance, who may be reached at 215-683-9666 or by e-mail at Kmcclain@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

D. To provide all services to the Authority as directed by its Project Manager.

2. TERM

The term of this Agreement shall commence on the date first written above and, upon satisfactorily completion of the Plumbing Services, shall end automatically upon the expiration of the warranty provided by Contractor as detailed in section _____ of the Proposal. The warranties as described in Section 5 herein will survive termination of this Agreement.

3. CONSIDERATION AND PAYMENT.

A. For the performance of the Plumbing Services described herein, the Authority will pay the Contractor in accordance with the cost detailed in section _____ of the Proposal. Contractor agrees to accept such amounts resulting from the Plumbing Services performed as the sole and full compensation for such Plumbing Services.

B. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, or food in connection with Contractor's Plumbing Services without the advanced written approval of the Project Manager.

C. The Contractor must invoice the Authority in a form acceptable to the Authority. All invoices must be forwarded to the Project Manager at the Authority's address provided above.

D. Final Acceptance. Upon completion of the Plumbing Services described herein and, in the RFP, the Project Manager will inspect the Plumbing Services performed to declare the Plumbing Services completed prior to payment to the Contractor. The granting of any payment by the Authority, or receipt thereof by the Contractor, will in no way lessen the liability of Contractor to replace unsatisfactory work.

F. Contractor acknowledges that this Agreement is not an exclusive contract for services and that the Authority may enter into agreements with other vendors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

4. PROJECT SCHEDULE

A. The Project Manager and Contractor will conduct a conference call within ten (10) calendar days after the Effective Date to discuss the project schedule, including Contractor's filing of any and all required permits.

B. Contractor shall send copies of all necessary and required permits obtained to perform the Plumbing Services.

C. Upon receipt of proof of the necessary and required permits, the Project Manager shall issue a notice to proceed to Contractor to begin performing the Plumbing Services.

D. Upon receipt of the notice to proceed, Contractor shall begin to perform the Plumbing Services and completion is expected to be completed within a reasonable amount of time per industry standards.

5. WARRANTIES

A. Contractor hereby expressly guarantees all Plumbing Services under this Agreement against any defects in workmanship for a period of one (1) year.

B. Contractor expressly warrants that the Plumbing Services pursuant to this Agreement:

1. Shall strictly conform in all respects with the descriptions and specifications detailed in the RFP, and the Proposal, as incorporated herein;

2. Shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the Plumbing Services;

3. Shall be merchantable, fit for the purpose for which such equipment is intended and necessary for the Plumbing Services, shall comply with industry standards and shall conform with the description of the product provided to the Authority;

4. Shall be free from all defects, including latent defects, in workmanship and material design; and

5. Shall strictly comply, at the time of delivery, with the U.S. Occupational Safety and Health Act of 1970, as amended, all rules, regulations and orders thereunder, and any successor provisions thereto.

C. In addition to the foregoing express warranties, the Plumbing Services hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive inspection,

delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the Equipment and shall not be deemed to be exclusive.

D. Contractor hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty related to the equipment used to do the Plumbing Services.

6. NO SOLICITATION/CONFLICTS OF INTEREST

A. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

B. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A".

7. INABILITY OF CONTRACTOR TO PERFORM

The inability of Contractor to perform or provide the Plumbing Services under this Agreement, for any reason, may automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder will terminate as of the date of such termination.

8. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Plumbing Services satisfactorily performed for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor will become the property of the Authority and must be forthwith delivered to the Authority. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

9. GENERAL TERMS AND CONDITIONS

A. Right to Know Law Provisions.

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Contractor using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Contractor’s assistance in responding to such a request under the RTKL the Contractor must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority’s determination.

5. The Authority will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. (“Contractor’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor’s non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Contractor’s Refusal, the following will apply:

i. Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor’s Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the

Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and will continue as long as the Contractor has Requested Information in its possession.

B. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor must maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of three (3) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor must contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment. This Agreement may not be transferred or assigned by Contractor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority will be void.

F. Non-Discrimination. Contractor agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices. Any legal notice or demand given by one party to the other under this Agreement must be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party will have provided written notice to the other identifying a new address for notice. Notice to the Authority must be labeled "c/o/ General Counsel". All notices will be deemed given on the day after the notice was given to the courier or Postal service.

H. Press Releases. Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its sub-Contractors or employees or Contractors of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

I. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

J. General Indemnity. Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

K. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is not contained in this Agreement, will be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Exhibits and Interpretation. All Exhibits to this Agreement are hereby incorporated by reference as though set forth fully herein. The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

M. Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it will be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), (3) the Proposal (Exhibit "C") and (4) all other exhibits. It is Contractor's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

N. Specific Bids. It is understood that the Authority will have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Contractor suspend or modify any of its Services related to this Agreement at any time.

O. Independent Contractor. Contractor agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

P. Applicable Law and Venue. This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

Q. Ownership of Authority Materials. As between the parties, the Authority will own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Contractor pursuant to this Agreement.

R. Waiver. No term or provision hereof will be deemed waived by the parties unless such waiver or consent be in writing, signed by both parties. No breach will be excused unless it is in writing signed by the non-breaching party.

S. Taxes.

1. Contractor hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Contractor also certifies that its Commercial Activity License No. is: _____. Contractor further certifies that its Federal Tax ID. No. is: _____.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Contractor, and Contractor must maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor's performance under this Agreement.

T. Insurance. Contractor agrees to maintain the insurance levels contained in its Certificate of Insurance, accordance with the Insurance Requirements of the RFP, as provided to the Authority and attached hereto as Exhibit "D".

U. Prior Agreement. This Agreement supersedes and replaces any and all previous agreements between the parties.

V. Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

W. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances will remain valid and enforceable.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Richard Lazer
Executive Director

APPROVED AS TO FORM

By: _____
General Counsel's Office

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-13 PLUMBING SERVICES AT LOT 10
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.
 - a) Workers’ Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

b) General Aggregate must apply on a Per Location Basis as applicable.

c) Owner must be named as additional insured as shown in requirement #11.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

a) Coverage to include:

- i. All Owned, Hired and Non-Owned Vehicles
- ii. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

b) Per Accident Combined Single Limit: \$1,000,000

c) Owner must be named as additional insured as shown in requirement #11.

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$2,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers’ liability as required by this contract. Owner must be named as additional insured as shown in requirement #11.

5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$2,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, an Unlimited Extended Reporting Period (Tail) must be purchased by Contractor.

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6. Pollution Liability: with minimum acceptable limits of \$2,000,000 per claim aggregate. Contractor shall provide and maintain Contractors Pollution Liability insurance effective (retroactively, if applicable) from the date of commencement of the Work. Coverage shall include but not limited to sudden and accidental pollutant events, non-owned disposal sites (NODS), claims resulting from pollution incidents that occur during transportation, and claims as described below. Owner must be named as additional insured as shown in requirement #11.
 - a) The Pollution Liability insurance shall cover the liability of all Additional Insured entities on a primary and non-contributory basis and provide a Waiver of Subrogation in favor of the Owner/GC where permitted by law.
 - b) The Pollution Liability insurance shall include coverage for on-site and off-site bodily injury and property damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold, PCB's, lead or asbestos. The policy shall also include defense and clean-up costs.
 - c) Should any of the Work involve treatment, storage or disposal of hazardous wastes, Contractor shall furnish a certificate of insurance from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance at limits required by Owner.
 - d) Contractor shall maintain Pollution Liability insurance on a continuous basis through the applicable statute of repose, following completion of the Work. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of seven (7) years, whichever duration is longest.
7. Contractor's Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor's owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor's employees, as well as Contractor's work until final acceptance of the project.
8. Installation Floater: In the absence of a Builder's Risk Policy, subcontractor will maintain an Installation Floater policy with limits equal to or greater than the value of the specific project.
9. Deductibles or Self-Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
10. Financial Rating of Insurance Companies:
 - a. A.M. Best Rating: A – (Excellent) or Higher
 - b. A.M. Best Financial Size Category: Class VII or Higher
11. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Company's** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained

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by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that **Company's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Company** pursuant to this Contract.
 - b) **Company** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Company** pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
13. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Company**.
14. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
15. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
16. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of **Company** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of **Company** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.
17. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Company** with a written waiver of the specific insurance requirement.
18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance

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coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

19. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

20. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Company** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.